

**1995 - 1997**

**AGREEMENT**

**BETWEEN**

**THE BLUE COLLAR WORKERS UNIT**

**COMMUNICATIONS WORKERS OF AMERICA, AFL/CIO**

**AND**

**THE BOROUGH OF PRINCETON**

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## **ARTICLE A - GENERAL PROVISIONS**

### **A-1: PREAMBLE**

THIS AGREEMENT entered into by and between the Borough of Princeton in the County of Mercer, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" or Employer and Communications Workers of America, AFL/CIO, Local 1032, hereinafter called the "Union" represents the complete and final understanding of all bargainable issues between the Borough and the Union.

### **A-2: RECOGNITION**

The Borough recognizes the Union for the purpose of collective negotiations as the exclusive representative of full-time non-supervisory blue collar employees in the negotiations unit, as delineated by job titles and listed in the salary schedule section of this agreement.

### **A-3: EQUAL OPPORTUNITY**

The provisions of this Agreement will be applied by the Borough and by the Union without regard to the employee's race, color, religion, sex, national origin, marital status or Union membership.

The Borough and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to join the Union or to refrain from so doing.

### **A-4: MANAGEMENT RIGHTS**

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
3. To suspend, demote, discharge, or take other disciplinary action for cause.

B. In the exercise of the powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and

the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and 40A or any other national, state, county or local laws or ordinances.

#### A-5: NO LOCK-OUT, NO JOB-ACTION

A. The Borough agrees that there will be no lock-out, and the Union agrees that there will be no job-action by the Union, by any person acting on its behalf, or by any employee covered by this Agreement.

B. Job-action includes a strike, walk-out, work stoppage, sick-out, slowdown, and any other action or inaction which interferes with the orderly progress of the work.

C. Should job-action occur the Union will immediately order the person or persons involved to cease such action.

D. Employees who engage in job-action are subject to discipline up to and including discharge. Such disciplinary action, like any other disciplinary action, is subject to the grievance procedure including arbitration.

#### A-6: ACCESS TO PERSONNEL FILES

Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his/her personnel file. The employer has the right to have such review and examination in the presence of the designated Borough Official. The employer shall honor the request of an employee for copies at the employee's expense of pertinent documents in the file.

An employee may be allowed to have placed in the file a brief written response to any adverse or derogatory document pertaining to that employee which is in the personnel file.

#### A-7: SHOP STEWARDS

The Union has the sole right and discretion to designate shop stewards and to specify their representative responsibilities and authority to act for the Union. The Union and Borough agree to accept one steward and one alternate for each ten (10) employees with a minimum of two (2) stewards and two (2) alternates.

#### A-8: BULLETIN BOARDS

The Borough will provide a bulletin board at the garage and sewer administration building. Prior to posting by the Borough, Union materials shall be submitted to the Borough, and will be limited to the following materials:

1. Union elections and results.
2. Union appointments, meetings, social and recreational activities.
3. Union reports of official business and achievements.

#### A-9: REPRESENTATION LISTS

The Union agrees to furnish the Borough with written lists of officials and shop stewards, including the latter's appropriate and mutually agreed upon grievance districts. Such lists shall be kept current and the Union shall provide in writing to the Borough any change in the representation list.

#### A-10: ACCESS TO PREMISES

After approval by the Borough, Union Representatives will be admitted to Borough premises for consultation with employees covered by this Agreement. Consultation will be prior to the start of the work period, during the lunch period, or following termination of the work period and at no other times.

Approval will be limited to two (2) Union Representatives. Requests for such Union visits shall be directed to the Borough with one week's advance notice and shall include the names and titles of the representatives, the purpose of the proposed visit, the proposed time, date and specific work area involved.

The Borough will designate facilities for such meetings.

#### A-11: UNION TRAINING

If the work load permits, and provided twenty-one (21) calendar days advance notice is given by the Union to the Borough, each of the two (2) shop stewards will be granted five (5) days leave of absence without pay for Union training during an Agreement year.

Only one (1) shop steward at a time will be granted such leave.

#### A-12: VACANCY NOTICE

Whenever a permanent vacancy exists for which the Borough of Princeton is the hiring authority, the Borough shall post notice of the vacancy at Borough work sites in order that those

interested may apply for the position. The application for employment form must be completed by each applicant and returned to the Borough by the deadline date specified in the announcement.

The standards and procedures used to fill vacant positions shall be the same for all applicants.

#### A-13: SAFETY AND HEALTH

The Borough will make a reasonable effort to provide for the safety and health of its employees during the hours of their employment. Where apparel, tools, and devices are provided to facilitate employees' safety and health, it is the employees' obligation to use them.

Health and safety issues shall be brought to the attention of the immediate supervisor. As soon as feasible, but in any case within one week, he/she shall then discuss with the union steward how the expressed concerns can be dealt with and over what time frame solutions can be implemented. Those issues needing further review or discussion can be referred to the Safety Committee constituted below. Such referral can be made either by the supervisor or any member of the Union.

The Safety Committee shall consist of the designated supervisors from the Garage and S.O.C., union steward from the garage and union steward for the S.O.C., and the Borough Engineer or his/her designee. It shall be the responsibility of the Committee to review any and all health and safety issues arising in the Public Works Department and Sewer Operating Committee, and specifically to investigate specific conditions which are brought to its attention.

Every effort will be made by the Committee to resolve these concerns promptly.

#### A-14: GENERAL RULES, REGULATIONS AND SAFETY CODES

The Borough may establish such reasonable general rules, regulations, and safety codes as it deems necessary for the ongoing operation of Borough functions.

The Borough and the Union agree that the employees covered by this agreement shall receive fifteen (15) days advance notice of the contents and effective date of the Borough's General Rules, Regulations and Safety Codes and amendments and revisions thereto and that said employees and their supervisors shall abide by the provisions thereof. It is also established that each employee will receive a copy of the rules and regulations and documented proof of their receipt of said document.

#### A-15: REPORTING ACCIDENTS

Any employee involved in an accident shall immediately report said accident and any physical injuries or property damage sustained. When required by the Borough, the employee,

before going off duty, and before starting his next shift, shall make out an accident report, in writing, on Borough time, on forms furnished by the Borough, and shall turn in all available names and addresses of witnesses to the accident.

#### **A-16: DISCIPLINE AND DISCHARGE**

##### **DISCIPLINARY ACTIONS**

###### **A. Purpose**

The disciplinary procedures listed below are recommended measures only. They are not absolute. Because every offense is unique, the Borough should take whatever action it feels is appropriate.

###### **B. Authority**

The Administrator shall have overall authority and responsibility for personnel disciplinary actions. Department heads shall have the authority and responsibility for taking written disciplinary actions and reporting infractions to the Administrator. Supervisors may discipline employees orally if necessary to reprimand incidents of misconduct.

###### **C. Severity of Offense**

For every action taken, consideration must be given to the severity of the offense, the cost involved, the time interval between violations and the length and quality of an employee's service record.

###### **D. Groups of Severity**

	Number of Offenses	Disciplinary Action
*Group I	1	Counseling/Oral Reprimand
	2	Written Reprimand
	3	Suspension without pay (not to exceed 30 days)
	4	Discharge
Group II	1	Written Reprimand
	2	Suspension
	3	Discharge

Group III	1	Suspension
	2	Discharge

Group IV	1	Discharge
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\*Borough may issue written reprimand on first offense in Group I with just cause.

#### Group I

- 1) Productivity or workmanship not up to required standards of performance.
- 2) Accidents due to carelessness.
- 3) Performing other than assigned work.
- 4) Operating, using or possessing tools, equipment or machines to which the employee has not been assigned.
- 5) Excessive tardiness.
- 6) Failure to work overtime, special hours, or special shifts, after being scheduled according to overtime and standby duty policies.
- 7) Wasting time, loitering or leaving assigned work area during working hours without permission.
- 8) Where the operations are continuous, an employee shall not leave his post at the end of his scheduled shift until he is relieved by his supervisor or his relieving employee on the incoming shift.
- 9) Taking more than specified time for meals or break periods.
- 10) Disregarding job duties by loafing or neglecting work during work hours.
- 11) Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
- 12) Failure to report an accident or personal injury in which the employee was involved while on the job.
- 13) Failure to keep the department head notified of proper address or telephone number.
- 14) Mistakes due to carelessness which cause material, parts or equipment to be damaged.

- 15) Violating a personnel rule or a specific departmental rule.
- 16) Making false or malicious statements concerning any employee, supervisor, the Borough or its operation.

## Group II

- 1) Reporting for work or working while unfit for duty---either physically or mentally.
- 2) Excessive absenteeism.
- 3) Mistakes due to carelessness which affect the safety of Borough personnel, equipment, tools or property.
- 4) Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, catcalls, or similar types of disorderly conduct.
- 5) Violating a safety rule or safety practice.
- 6) Using or possessing another employee's tools or equipment without the employee's consent.
- 7) Behaving in a way that interferes with the proper cooperation of employees and impairs the efficiency of Borough service.
- 8) Posting or removing any matter on bulletin boards or Borough property at any time unless authorized.
- 9) Failure to report a request for information or receipt of a subpoena from a law firm or any attorney.
- 10) Failure to report medical conditions which may hamper the employee's performance of duties.
- 11) Operating Borough-owned vehicles for other than Borough business.
- 12) Incompetence or inefficiency in the performance of assigned duties in an employee's position.
- 13) Wanton or willful neglect in the performance of assigned duties.

- 14) Discourtesy to persons with whom the employee comes in contact with while in the performance of his duties.

**Group III**

- 1) Insubordination by the refusal to perform work assigned, or to comply with written or verbal instructions of the supervisory force; or discourtesy to persons with whom the employee comes in contact with while in the performance of his duties.
- 2) Having a driver's license suspended or revoked in the performance of one's duties when the employee's position requires the operation of a motor vehicle.
- 3) Sleeping during working hours.
- 4) Operating a Borough-owned, or other vehicle used in the service of the Borough, in wanton disregard for the safety of others.
- 5) Knowingly punching the time card of another employee, having one's time card punched by another employee, or any unauthorized altering of a time card.
- 6) Making false claims or misrepresentation in an attempt to obtain sickness or accident benefits, workman's compensation or special leave time.
- 7) Refusal to give testimony in accident investigations involving Borough.
- 8) Leaving the job during regular working hours without permission.
- 9) Provoking or instigating a fight, or fighting at any time on Borough property.
- 10) Receipt from any person, or participation in any fee, gift or other valuable item in the course of work, when such is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.

**Group IV**

- 1) Deliberately misusing, destroying, or damaging any Borough property or property of any employee.
- 2) Theft or removal of any property belonging to the Borough or any employee, without proper authorization.

- 3) Unauthorized possession of firearms, explosives, or weapons on Borough property.
- 4) Engaging during duty hours in any other employment activity.
- 5) Conviction or guilt of a Third, Second, or First Degree Crime as defined in New Jersey statutes, while either on or off duty.
- 6) Being absent from duty for a period of three (3) consecutive work days without proper authorization.
- 7) Failure to return from an authorized leave of absence.
- 8) Misappropriating Borough funds, appropriating Borough property for personal use or illegally disposing of Borough property.
- 9) Falsifying personal or Borough records, including employment applications, accident records, work records, purchase orders, time sheets, or any other record or application.
- 10) Operating a Borough vehicle without having the required operator's license, while under the influence of drugs or alcohol, or when driving privileges have been suspended or revoked.

## **ARTICLE B - PAY PROVISIONS**

### **B-1: RATES OF PAY**

A. The basic pay rates for 1995, 1996 and 1997 shall be as set forth in the Appendix - Exhibit A attached hereto and made a part hereof.

#### **B. Change in Salary :**

##### **1. Salary Schedule:**

- a) On January 1, 1995, all salary steps, except those for Maintenance Person I and Sewer Maintenance Person I, will be increased by \$1,250. Salary steps for Maintenance Person I and Sewer Maintenance Person I will be increased by \$700.
- b) On January 1, 1996, all salary steps, except those for Maintenance Person I and Sewer Maintenance Person I, will be increased by \$1,250. Salary steps for Maintenance Person I and Sewer Maintenance Person I will be increased by \$700.

- c) On January 1, 1997, all salary steps, except those for Maintenance Person I and Sewer Maintenance Person I, will be increased by \$1,250. Salary steps for Maintenance Person I and Sewer Maintenance Person I will be increased by \$700.

2. Steps Within Schedules

- a) Rates of pay shall be established based on minimum experience as follows:

0 Years experience - Minimum Salary for the position.

1 Years experience - Minimum salary plus 1/10 the difference between the minimum and maximum salary for the position.

2 Years experience - Minimum salary plus 2/10 the difference between the minimum and maximum salary for the position.

3 Years experience - Minimum salary plus 3/10 the difference between the minimum and maximum salary for the position.

4 Years experience - Minimum salary plus 4/10 the difference between the minimum and maximum salary for the position.

5 Years experience - Minimum salary plus 5/10 the difference between the minimum and maximum salary for the position.

6 Years experience - Minimum salary plus 6/10 the difference between the minimum and maximum salary for the position.

7 Years experience - Minimum salary plus 7/10 the difference between the minimum and maximum salary for the position.

8 Years experience - Minimum salary plus 8/10 the difference between the minimum and maximum salary for the position.

9 Years experience - Minimum salary plus 9/10 the difference between the minimum and maximum salary for the position.

10 Years experience - Maximum salary for the position.

3. All employees whose job description requires the possession of a commercial driver's license will be demoted to Maintenance Person I or Sewer

Maintenance Person I if they have not acquired a commercial driver's license. If during the term of the contract an employee loses his/her commercial driver's license, he/she will be demoted to the position of Maintenance Person I or Sewer Maintenance Person I.

Any employee who obtains his commercial driver's license within 90 days of being demoted will be reinstated to his/her former position. Demoted employees, who obtain their commercial driver's license more than 90 days after being demoted, will be promoted to Maintenance Person II or Sewer Maintenance Person II or a higher position at the discretion of the Borough if a higher position is vacant. The promotion will be effective within two weeks of the employee providing the Borough with a copy of his/her commercial driver's license.

The Borough will assist the employees in obtaining the commercial driver's license. The Borough will require the employee to use personal time if the test is scheduled during normal working hours.

Should an employee in the position of Maintenance Person I or Sewer Maintenance Person I receive his/her Commercial Driver's License, Class B, he/she shall be promoted to the position of Maintenance Person II or Sewer Maintenance Person II at the same salary step he/she occupied in the earlier position. The promotion shall take effect on the date the employee provides a copy of their Commercial Driver's License, Class B, to the Borough.

#### C. Changes in Rates of Pay

##### 1. Annual Salary Increases

- a) On January 1, 1995, all employees will receive an increase in pay of \$1,250, above the rate of pay earned on December 31, 1994, except for the positions of Maintenance Person I and Sewer Maintenance Person I who shall receive an increase of \$700.
- b) On January 1, 1996, all employees, except Maintenance Person I and Sewer Maintenance Person I will receive an increase in pay of \$1,250 above the rate of pay earned on December 31, 1995. For employees in the Maintenance Person I and Sewer Maintenance Person I positions, the increase will be \$700.

- c) On January 1, 1997, all employees, except Maintenance Person I and Sewer Maintenance Person I will receive an increase in pay of \$1,250 above the rate of pay earned on December 31, 1996. For employees in the Maintenance Person I and Sewer Maintenance Person I positions, the increase will be \$700.
- 2. On July 1st of each year of the contract, employees who have achieved satisfactory performance evaluations (65% or greater), and who have not previously reached the maximum salary step for their position, will be adjusted to the next higher step in their salary scale.
- 3. On July 1st of each year of the contract, employees who are at the maximum salary for their classification and who have achieved a performance evaluation of 75 or above for the previous twelve month period shall receive a "Merit Compensation Day" Such day off shall be taken at a time mutually agreed to by the Borough and the employee.

D. Upon employment, the Borough may recognize prior comparable experience in amounts not to exceed one year of credit for each two years of prior outside equivalent experience.

E. Upon promotion from one salary range to another, the employee shall be granted one year of experience credit on the new schedule for each two years of experience credit on the previous schedule. In any case, however, an employee, upon promotion, shall advance to the next step on the new schedule that is above his/her current salary.

#### B-2: INCENTIVE BONUS

In order to provide additional rewards for exceptional work performed by union employees, the Borough will establish a pool of monies for an incentive bonus to be distributed once a year, two weeks before Christmas. The value of this bonus pool is to be as follows:

Public Works - \$7,600      S.O.C. - \$2,400

The distribution will be made as follows:

- 1. 60% of each bonus pool will be distributed to the employees whose ratings fall in the highest third of their group.
- 2. 40% of each bonus pool shall be distributed to the employees whose ratings fall in the middle third of their group.
- 3. No bonus funds will be distributed to the employees whose ratings fall in the bottom third of their group.

4. In the event that the number of workers in a group is not evenly divisible by three, the number of employees in the higher reimbursement levels will be rounded to the next higher whole number. (Example: 17 employees in the group will result in 6 considered to be in the top third, 6 considered to be in the middle third and 5 considered to be in the bottom third.)

The selection of recipients of this distribution and the amount of each individual's bonus will be solely a Borough management decision. This decision will be based upon quality and quantity of work, attendance, creativity, punctuality, interaction with others, housekeeping, job knowledge, drive and dependability as evidenced by reviews prepared on a bi-monthly basis. The incentive bonus is a one-time payment and will not be part of any further salary calculations.

#### **B-3: HOURS AND OVERTIME**

A. All members of the unit are required to work an average of forty [40] hours per week on a schedule approved by the Borough Engineer, PSOC Manager, or their designees. The normal workday shall consist of an eight [8] hour day. For payroll purposes, the workweek commences on Saturday, 12:01 a.m., and extends to Friday, 12:00 Midnight, with the exception of the street sweeper operator.

B. Employees who work overtime that has been approved in advance by the Borough Engineer, PSOC Manager, or their designees, will be compensated for such overtime work. Overtime compensation shall be computed at one-and-one-half times the normal hourly equivalent and shall take effect only after the employee has been credited with forty (40) hours of straight-time pay in that work week. The forty (40) hours of straight-time pay shall include those paid hours due to hours of work, holiday, vacation, sick leave, bereavement leave, personal days off and jury duty.

1. Overtime opportunities will be distributed by the Borough to members of the unit initially on a voluntary basis; if, however, insufficient volunteers from this unit are available, then overtime will be assigned by the Borough. Assigned overtime will be on a rotational basis provided the employee is qualified to do the work.
2. The Borough shall attempt to give the employee as much advance notice as possible for overtime work.
3. In computing overtime compensation, the nearest one half (1/2) hour shall be smallest fraction of an hour to be reported, and the employee shall work to complete the one-half (1/2) hour.
4. The work schedule shall also provide for a fifteen (15) minute rest period during the morning and a fifteen (15) minute rest period during the afternoon as determined by the Borough.

#### **B-4: LONGEVITY**

The longevity increment will be based on continuous full-time service and become effective on the employee's anniversary date in accordance with the following table:

<u>Years of Continuous Service</u>	<u>Longevity Increment</u>
During the 10th through 14th year	\$450.00
During the 15th through 19th year	\$750.00
During the 20th through 25th year	\$1,100.00
Over 25 years	\$1,400.00

The above longevity increments are not accumulative. Longevity pay shall be paid in a lump sum two (2) weeks prior to Christmas.

#### **B-5: OUT-OF-TITLE WORK**

An employee assigned to out-of-title work for which the maximum pay scale is higher than that of the employee's regular title will be paid an out-of-title increment of one (1.00) dollar an hour in addition to his/her regular rate, starting with the third (3rd) consecutive day of work.

In all other cases, the employees will receive his/her regular rate of pay for out-of-title work.

In order to dispel any perception of impropriety, the Borough management will act to avoid the manipulation of employees' work assignments that would deny an employee the valid opportunity to receive out-of-title wages. Such practice of manipulation will not be condoned, and any documented allegation of such practice will be investigated via the grievance procedure established, herein. If an allegation can be determined to be true, corrective action will be taken immediately, which would include retroactive payment of denied wages, if appropriate.

#### **B-6: CREW LEADER**

A Crew Leader is an employee whom the Borough may designate to be in charge of two other employees without another supervisor being present.

When designated as Crew Leader, the employee is responsible for seeing that employees work effectively and that Borough rules are followed. Such assignment is in addition to his/her other duties.

A crew leader will receive one dollar and thirty cents (\$1.30) an hour more than his/her regular rate of pay while performing his/her duty.

#### **B-7: LATENESS**

1. All employees are to start work at their scheduled reporting location at their scheduled starting time and are to be prepared to commence work at their regular starting time.
2. In the event of unavoidable lateness, the following will govern:
  - a. An employee who reports for work within the first fifteen (15) minutes of his/her scheduled starting time shall start work immediately upon reporting, but shall not be paid for any time worked during this period.
  - b. An employee who reports for work within the second fifteen (15) minutes of his/her scheduled starting time shall, if deemed practicable by the Borough, start work immediately, but shall not be paid for the first fifteen (15) minute period and for any work performed during the second fifteen (15) minute period.
3. The lateness provision does not exclude other methods deemed necessary by the Borough to ensure compliance with Section 1 above.
4. When it becomes evident to an employee that he/she will be late in reporting for work, the employee shall call his/her supervisor prior to the scheduled reporting time, to report the reason for tardiness and the expected time of arrival.
5. A record shall be maintained by the Borough indicating the time and method of notification of lateness along with the stated reason.

#### **B-8: DUES DEDUCTION**

The Borough will deduct Union dues from the employee's pay within thirty (30) days following receipt of written authorization from the individual who is a member of the Union. Union dues shall be two (2) hours base per pay month calculated on a forty (40) hour work week.

The Borough will discontinue dues upon receiving written authorization from the employee. The effective date of such discontinuance will be the next succeeding January 1 or July 1.

Dues deducted will be forwarded each month to the:

President of Local 1032, CWA  
900 Brunswick Avenue  
Trenton, New Jersey 08638

together with the names and amounts deducted.

A duplicate list will be sent to the:

Communications Workers of America, AFL/CIO SecretaryTreasurer, CWA  
1925 "K" Street, NW  
Washington, DC 20006

**B-9: AGENCY SHOP (Representation Fee)**

All eligible non-member employees in this unit will be required to pay to the Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any employee to become a member of the Union.

The representation fee in lieu of dues shall be in the amount of 85% of the regular membership dues. The mechanics of deduction of representation fee and the transmission to the Union will be the same as those used for the deduction and transmission of regular membership dues. Representation fee deduction for a new employee shall begin the first pay period after the employee's six months probationary period.

**B-10: PAID REST PERIOD DURING DECLARED EMERGENCIES OR SNOW DAYS**

In the event that an employee is required to remain at work following the end of his/her regular shift as a result of a declared emergency or snow day, he/she shall be entitled to a paid fifteen (15) minute rest period prior to starting such emergency or snow removal service. Employees shall be entitled to a one-half (1/2) hour paid rest period upon the completion of each four hours of emergency or snow removal service.

Any employee who calls in and reports to work in a declared emergency or snow day within one hour from the time called to report shall receive one (1) hours pay in addition to any other earnings.

**Emergency:**

An emergency is hereby defined as that period of time when health, safety and the general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the department head or his/her designee, and will not be a subject for the grievance procedure.

When an employee is required to work overtime as a result of a declared emergency or as a continuation of a full regular eight (8) hour scheduled work day and has worked a minimum of

four (4) hour overtime, the Borough will make provisions for the payment of a meal allowance. Payment will be made upon receipt of a paid bill for the actual amount spent, not to exceed the specified meal allowance schedule listed below:

Breakfast:	\$5.00
Lunch:	\$6.00
Dinner:	\$7.00

#### ARTICLE C- TIME OFF PROVISIONS

##### C-1: VACATION

A. All permanent full-time employees of the Borough shall be granted annual vacation leave with pay. Vacation shall be earned at the rate of 3/4 of a day vacation for each full month worked during the remainder of the calendar year following the date of appointment. Employees hired before the 15th of the month are credited for the full month; employees hired on or after the 15th of the month are not credited vacation for that partial month.

Probationary employees are not entitled to vacation until after completion of three (3) months of employment; thereafter, credit will be granted for each month of continuous employment retroactive to the date of employment.

Vacation credit as of January 1 following the partial year of employment:

First through 5th years	12 working days
6th through 10th years	14 working days
11th through 20th years	21 working days
21st and thereafter	28 working days

B. The amount of vacation leave earned each year depends on the amount of continuous service with the Borough.

C. All vacation must be scheduled and approved by the Borough. The Borough may, with due consideration of the need of the Borough's work requirement, permit the employee to take his/her annual vacation leave at the times so requested provided that no more than two employees, each in the Public Works Department and Sewer Operating Committee, are off at the same time. No more than five (5) days of vacation leave shall be broken into increments smaller than one week. Exceptions may be granted to this requirement in exceptional circumstances upon prior approval by the department head. The department head is to be notified by April 1 of each calendar year of the desired vacation dates. Any request made after April 1 will be assigned whatever dates are available. In cases of conflict of scheduling, the Borough may consider length of employment as one of the factors in assignment of vacations.

D. All vacations must be taken during the current calendar year (January 1 to December 31). If the Borough determines that the vacation cannot be taken during the calendar year because of the pressures of work, or the hospitalization of an employee, any unused vacation may be carried forward into the next succeeding year only.

E. A permanent employee, who returns from active military service, is entitled to prorated vacation allowance for the calendar year of return.

F. An employee, who is retiring or who has otherwise separated from employment, shall be entitled to the unused vacation allowance for the current year prorated upon the number of months worked in which separation or retirement becomes effective. Whenever a permanent employee dies having to his/her credit any annual unused vacation leave prorated on the number of months worked in the calendar year, there shall be calculated and paid to his/her estate a sum of money equal to the compensation figured on his/her salary at the time of death. The Borough shall recover any prorated portion of unearned vacation time already taken by the employee separated for any reason from Borough service during the calendar year.

## C-2: HOLIDAYS

A. The following holidays will be recognized as holidays for all employees, and shall be paid at regular hourly rates:

- a. New Years Day (January 1)
- b. Martin Luther King's Birthday (January 15)
- c. Washington's Birthday
- d. Good Friday
- e. Memorial Day (last Monday in May)
- f. Independence Day (July 4)
- g. Labor Day (first Monday in September)
- h. General Election Day
- i. Veteran's Day (November 11)
- j. Thanksgiving Day
- k. Friday following Thanksgiving Day
- l. Christmas Eve Day (December 24)
- m. Christmas Day (December 25)

B. In order to eligible for holiday pay, an employee must be on the active payroll of the Borough and must have worked or been credited by the Borough for the fully regularly scheduled work day before and after holiday.

C. When one of the preceding holidays falls on a Sunday, it shall be observed the following Monday; when one of the preceding holidays falls on a Saturday, it shall be observed on the previous Friday.

D. After an employee has been credited by the Borough for forty (40) hours pay during the regular work week, then the employee who is required to work on a holiday shall be paid at one and one-half (1-1/2) times the regular rate.

#### C-3: PERSONAL DAYS

Three (3) personal days business leave with pay can be granted per employee per year upon prior approval of the employee's department head ,provided that a written request is made at least twenty four (24) hours prior to the date that the employee seeks to have off. Personal time may not be taken in increments smaller than one half (1/2) day. This leave will not be subject to accumulation, nor will payment be made for unused time upon retirement, separation or resignation, nor can personal business leave be taken in conjunction with vacations. There must be a good and sufficient reason for granting the day from work and it must involve an emergency or equally compelling necessity.

In the case of an emergency, the employee shall be required to call his/her Supervisor prior to the scheduled reporting time to report the reason.

#### C-4: JURY DUTY

A full-time employee will be granted necessary time off to perform jury duty as required by law. The employee shall notify the Borough immediately of the requirement for this leave.

Such employees, upon presentation of proper evidence of attendance, will be paid the difference between regular pay and jury duty pay for the hours of jury duty required. In the event that the employee is excused from jury duty prior to having had lunch on any day, he/she shall return to work without undo delay.

#### C-5: WITNESS LEAVE

When an employee is summoned to appear as a witness in a court of law, he/she shall be paid for the regular hours lost for such appearance only under the following conditions; provided he/she presents proper evidence of attendance:

1. As a witness for the Borough, and
2. As a witness to an event which he/she observes while at work for the Borough.

3. As a witness in a criminal court of law to a maximum of five (5) work days.

In the event the employee is excused from witness duty prior to having had lunch on any day, he/she shall return to work without undo delay.

#### C-6: DEATH IN FAMILY

1. In the case of death of an employee's father, mother, grandparent, spouse, children, grandchildren, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, the employee shall be granted time off with pay from the day of death until the day of burial inclusive, to a maximum of three (3) working days with pay.
2. In the case of death of an employee's uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousins of the first degree, niece or nephew of employee's spouse and aunt or uncle of employee's spouse, the employee shall be granted time off with pay for the day of the burial only with pay, provided the employee attends the funeral.
3. In the case of death of a bargaining unit employee, an employee shall be granted time off to attend the funeral. The time shall be taken against the employee's allotted personal time as defined herein.
4. When the death and/or the relationship of the employee to the deceased is not common knowledge, proof must be submitted for the purpose of receiving payment under this provision.

#### C-7: SICK LEAVE

- A. Sick Leave Earned - Permanent employees of the Borough shall be entitled to accrue sick leave with full pay. The number of days credited to an employee will be determined, as follows:
  1. Each employee will be credited, on January 1 of each year with 12 days of sick leave for the ensuing calendar year.
  2. Sick leave may be accumulated up to a maximum of 180 days credit.
  3. Each day of sick leave shall be charged to the amount credited.
  4. After a minimum of five years of service with the Borough, an employee, upon retirement, termination or resignation, in good standing, will receive terminal leave or pay based upon unused sick leave, up to a maximum of 180 days of such credit,

up to a maximum amount of \$11,000.00, in accordance with the following schedule:

- a) Upon Retirement or Resignation due to disability, which is medically confirmed: 40% of the employees then current normal rate of pay.
- b) Other: 25% of the employees then current normal rate of pay.

B. Procedures for Reporting -

All employees shall use the following procedures in reporting their absence from work due to illness:

1. Each day of absence due to illness shall be reported to the supervisor prior to the employee's scheduled starting time. If unable to reach the department head or supervisor, the Administrator should be notified. Failure to report an absence, or falsification of an absence may lead to disciplinary action, which may include dismissal. Abuse of sick leave shall be cause for disciplinary action, which may include dismissal.
2. The Borough may require proof of illness of an employee absent from work because of personal illness or injury for one day or more. However, all absences which exceed three (3) working days or longer due to illness must be certified by a written statement from the attending physician; this requirement may be waived at the sole discretion of the Borough. Such discretion shall not be discriminatory. The Borough may, thereafter, require such additional written statements from the attending physician as may be appropriate, in the sole discretion of the Administrator, depending upon the nature of the illness or injury. The Borough may require the employee who has been absent because of personal illness to be examined by a physician, designated by the Borough, to determine and certify fitness for duty before returning to work.
3. Absence without notice for three (3) consecutive days shall be cause for disciplinary action, which may include dismissal.
4. An employee who calls in sick to engage in outside employment shall be subject to immediate disciplinary action.
5. Whenever an employee reports in sick, it is understood that he/she will be home. If for some reason, the employee must leave their home during absences due to sickness, they must submit, to their supervisor, a telephone number where they may be reached.

## **C-8: FAMILY LEAVE**

1. In accordance with the 1990 Family Leave Act, N.J.S.A. 34:11b-1 et seq., an employee may be entitled to an unpaid leave of absence from work to provide care made necessary by:
  - a. the birth of a child of the employee; or
  - b. the adoption of a child by the employee; or
  - c. the serious health condition of a (family member) child, parent, or spouse of the employee.
2. **Eligibility**
  - a. "Family member" is defined as a child (including step-child, adopted child, foster child), parent (including foster parent, step-parent, parent-in-law and legal guardian) or spouse of the employee.
  - b. A "serious health condition" means an illness, injury, impairment or physical or mental condition which requires:
    - i) inpatient care in hospital, hospice or residential medical care facility;
    - ii) continuing supervision by a health provider.
  - c. Part time or temporary employees are eligible if the individual works for at least twelve (12) months for a minimum of 1,000 base hours during the immediately preceding twelve (12) months.
3. **Duration**
  - a. Eligible employees are entitled to a maximum twelve (12) week leave of absence in any twenty-four (24) month period. Intermittent leave may only be taken when a family member has a serious health condition. Leave for the birth or adoption of a child may commence at any time within one year of the date of the birth or adoption.
4. **Other employment**
  - a. An employee on family leave may not take on another full-time job during the term of the leave. Part-time work (less than 20 hours per week), however, is permitted. Any employment commenced prior to the leave, and not otherwise prohibited by law, may be maintained during the term of leave.
5. **Family Leave for the Birth of a Child**
  - a. Family leave may be taken for up to six (6) months for the birth or adoption of a child. This period of time includes that allowed by the family leave act. Therefore, time used in conjunction with the Family Leave Act may be paid (through accumulated vacation or compensatory time), unpaid or a combination of paid and unpaid leave. The employee is required to

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- b. notify the Borough as to whether he/she will be using accumulated vacation time or earned compensatory time.
- c. Sick Leave may be taken by a woman in connection with her family leave upon written verification from a physician. Such leave may normally be used in connection with the pregnancy for up to four (4) weeks immediately prior to delivery and/or six (6) weeks immediately following delivery. Additional sick leave may be authorized due to complications arising out of the pregnancy, provided that written verification has been submitted by a physician that the employee is unable to work due to such medical complications.
- c. An employee may stay out on family leave no longer than the six (6) month period, regardless of whether time used in conjunction with the family leave is paid through accumulated vacation or compensatory time.

#### C-9: LEAVE WITHOUT PAY

An employee who has no remaining vacation, personal days, sick leave, or other credit for time off may for good and sufficient reason be granted leave without pay. Such time off without pay, if requested in advance and not disruptive of established work schedules, may be granted at the discretion of the Borough Administrator upon the recommendation of the Borough Engineer, the PSOC Manager, or their designees. No compensation will be paid for time taken off without prior notification and authorization. Abuse of this provision shall be cause for disciplinary action, including possible termination of employment.

#### C-10: LONG TERM SICK LEAVE

An employee who has become seriously injured or has contracted a serious illness and who has expended all of his/her sick leave is eligible for long term sick leave up to 120 working days per illness. Payment for long term sick leave will be in the amount of 2/3 of the employee's normal rate of pay.

### ARTICLE D - BENEFIT PROVISIONS

#### D-1: HOSPITALIZATION, PRESCRIPTION, AND DENTAL INSURANCE

A. The Borough shall continue to provide enrollment in the current self insurance medical program, prescription, major medical for employees, and eligible dependents as defined by the insurance carrier, who have been on the payroll effective the first day of the calendar month following one (1) month of continuous service.

- 1. Employees may at their option enroll instead in such Health Maintenance Organization (HMO) program as the Borough may provide.

2. The Borough may substitute for the above-specified health benefit programs such alternative carriers or programs as may continue to provide comparable benefits, subject to negotiations with the Union.
3. The co-payment for prescription drugs will be \$2.00 for generic drugs and \$7.00 for brand name drugs. There will be no co-payment for any prescription drug if obtained through mail order.
4. Effective May 1, 1995, the following fees for medical coverage will be instituted:
  - (i) AETNA - \$10.00 co-pay and a weekly payroll deduction totalling \$50.00 per year for individual coverage and \$100.00 per year for family coverage.
  - (ii) U.S. Healthcare - \$10.00 co-pay.
  - (iii) HMO Blue Independent Physician's Network - \$5.00 co-pay.
  - (iv) HMO Blue Health Center - No co-pay.
  - (v) IDA - \$200.00 annual deductible for individual coverage and \$375.00 annual deductible for family coverage. No changes to co-insurance amounts.

B. The Borough will continue to provide the current dental coverage for the employees and dependents as defined by the insurance carrier.

C. Employees who retire from the Borough after January 1, 1989, and who have completed 25 years of continuous service will be provided the Medical Insurance Plan for themselves and eligible dependents who are covered by the Plan at time of retirement

1. Coverage is limited to the same persons who are covered at time of retirement, and only to the extent that the retiree and those same dependents are eligible under the rules of the Plan for the type of coverage in effect at time of retirement.
2. No coverage will be provided during the period when medical coverage is furnished the retiree from another source. The retiree is responsible for notifying the Borough at the start of such coverage and at its termination.
3. The retiree covered by this agreement shall be entitled if he/she so chooses and at his/her expense and not at the expense of the Borough to enroll the participant in the then current Employer Major Medical Plan at the Employer's group rate.

#### D-2: WORKMEN'S COMPENSATION

An employee who is injured while performing Borough work shall report the injury, no matter how insignificant, immediately to his/her supervisor.

An employee who is injured to the extent that he or she cannot work shall receive Workmen's Compensation at the statutorily established rate of 70% of the employee's weekly wages at the time of injury. This compensation shall be paid during the period of such disability in accordance with the time frame established in the Workmen's Compensation Statute. The Borough shall pay to the employee his/her full salary for up to seven days for on the job injuries/illnesses.

In the event the monies received from Workmen's Compensation are less than the employee's regular net weekly wages, the Borough shall reimburse the employee for the difference. The Borough shall calculate the net weekly wages according to standard Internal Revenue Service exemptions, based upon the number of IRS deductions to which the employee is entitled.

The period covered by workmen's compensation shall not be charged against sick leave.

#### D-3: PENSION PLAN

The Borough shall continue, for lifetime of the Agreement, to pay the Borough's portion of the pension costs under the Public Employee Retirement System of New Jersey in effect at the signing of this Agreement.

#### D-4: COVERALLS, RAIN GEAR AND CLOTHING

The Borough will provide pants, long-sleeve shirts, pocket T-shirts, one (1) pair of rubber rain boots, one (1) rain-gear set (raincoat/with hood, pants), two (2) sets of coveralls for mechanics and one (1) set of coveralls for equipment operators, two (2) pairs of safety work shoes (if requested, may be insulated winter shoes), one (1) winter jacket or winter coverall, and, as needed, work gloves and/or rubber gloves. In 1993, the Borough will also provide a spring jacket. These appropriate clothing items are to be worn by the employees at all times during working hours. Failure to observe this rule will result in disciplinary action.

The pants and shirts will be provided through a rental service that will launder the uniforms weekly.

The employee is responsible for the proper care of all the above clothing. Replacement of all of the above clothing except coveralls which will not be replaced by the Borough will be as follows:

1. The Borough will replace, if worn out and returned to Borough;
2. The employee will replace, if lost;
3. For all other cases, replacement at Borough expense or employee expense will be at the sole discretion of the Borough.

#### D-5: EYE CARE PROGRAM

The Borough will provide an eye care program. This program will provide for employees to receive up to one hundred fifty dollars (\$150) reimbursement towards the cost of eye examinations and/or the purchase of regular prescription eyeglasses, bifocal prescription eyeglasses, safety glasses, or contact lenses every other calendar year. The employee must file

paid receipts for the examinations, eyeglasses, or contact lenses with the Borough administrator prior to receiving reimbursement provided for hereinabove.

## **ARTICLE E - SENIORITY PROVISIONS**

### **E-1: SENIORITY**

Seniority is defined as an employee's continuous length of service with the Borough, retroactive to the latest date of hire as a full-time employee.

- A. A new hired full-time employee shall be considered without seniority until becoming permanent, following successful completion of a six (6) month probationary period.
- B. Seniority shall be given preference, qualifications being reasonably equal, in any transfer, layoff, or recall. Employees who are laid-off shall retain their priority seniority provided that reemployment occurs within six (6) months of layoff.

### **E-2: PROBATIONARY EMPLOYEES**

An employee is probationary during the first six (6) full months following most recent date of employment. Employees may be terminated at anytime during this probationary period. Such termination is not subject to any of the grievance provisions of this Agreement.

### **E-3: PROMOTION**

Promotion shall mean the advancement of an employee to a job classification within the unit which has a higher maximum salary. A full-time employee shall not lose any fringe benefits due to a promotion. Prior to promotion, an employee shall be informed of the new wage rate. When an employee is given an opportunity on a trial or temporary basis to qualify for promotion by serving in a new position, his/her permanency in his/her former position shall be continued during such trial or temporary period and the employee shall have the opportunity to return to the former position in the event the promotional opportunity does not become permanent, provided there is no discharge for cause.

### **E-4: TRANSFER**

Transfer is the assignment of a qualified employee to a full time position which requires a permanent change in the employee's regular reporting location. In the event no qualified employee wants to be transferred, the Borough will make the assignment in the inverse order of seniority from among the employees whom it considers qualified, giving consideration to hardship.

The Borough will make the final determination regarding transfer.

## E-5: LAYOFF

A. When the Borough determines that a reduction in the number of employees covered by this Agreement is to occur, the following principles will govern:

1. In determining the order in which employees are to be laid off, seniority will prevail as long as the more senior employee has the qualifications, skills and abilities to perform the required work.
2. The effective date of separation from the payroll will be no sooner than thirty (30) calendar days following written notification to the employee.

B. Laid-off employees retain recall rights for twelve (12) months following the actual date of separation.

C. Laid-off employees who wish to be recalled must keep the Borough informed in writing of any change in their address of record.

## E-6: RECALL

When the Borough determines that a vacancy for a full-time permanent position exists in the job titles covered by this Agreement, the following principles will govern:

A. The most recently laid off employee still holding recall rights and who has the necessary qualifications, skills and abilities to perform the work for which the vacancy exists, will be sent a recall notice by certified mail, return receipt requested, addressed to the employee's most recent address as shown on Borough records.

B. After such notice has been sent, the Borough may hire temporarily pending return of the recalled employee. The temporary employee will be terminated from the recalled employee's position following the recalled employee's return to work.

C. An employee recalled to a position with a lower salary rate than that held at time of layoff will retain recall rights by notifying the Borough that he/she does not wish to be recalled for that position, will not lose his/her recall rights.

D. An employee recalled to a position at the same or higher salary rate than that held at time of layoff, who notifies the Borough that he/she does not wish to be recalled for that position, loses his/her recall rights.

E. Unless the Borough receives written notification by the 15th calendar day following sending of the recall notice, the recalled employee loses recall rights.

F. A recalled employee who accepts the position for which recalled, but who does not report for work by the sixth (6th) working day following written acceptance, loses recall rights.

G. A laid-off employee upon returning to employment by exercise of his/her recall rights retains the seniority held on date of separation, and begins accumulation of additional seniority starting with the date of return.

## **ARTICLE F - GRIEVANCE PROCEDURE**

### **F-1: GRIEVANCE PROCEDURE**

A. **Definition:** A grievance is a claim that a specific provision of the Agreement has been violated. Disciplinary appeals also will be handled by the grievance procedure.

#### **B. General Rules**

1. A grievance must be filed within the time limit set. Failure to do so shall constitute abandonment of the grievance and it may not be carried further.
2. Should a grievance not be resolved to the satisfaction of the grievant or should there be no response within the specified time limit, the grievance may be carried to the next step.
3. If the answer to a grievance at any step is not appealed within the prescribed time, the grievance is considered settled on the basis of the Borough's last answer, and there shall be no further appeal for review.
4. Time limits may be extended by mutual agreement. However, no extension will be made if the request is received beyond the time limit.

C. The grievance procedure shall be as follows unless any step or steps are waived by mutual written consent.

**INFORMAL:** Informal discussion between the employee and his/her immediate Supervisor. An employee may orally present and discuss his/her grievance with the immediate supervisor on an informal basis:

- a. If the nature of the grievance is such that it affects the work being done, the supervisor will make the preliminary decision immediately, and the work will proceed on the basis of this decision.
- b. If the grievance is not the type which requires an immediate answer, the supervisor will give his/her answer within three (3) working days.

**STEP 1.       BETWEEN THE UNION AND THE BOROUGH ENGINEER, PSOC MANAGER OR THEIR DESIGNEES.**

If the grievance is not resolved at the informal discussion level above, a written grievance may be filed which states:

1.     The date of the occurrence, and
2.     The clause of the Agreement which is claimed to be violated, and
3.     Such other information as will aid in resolution of the grievance.

The written grievance must be received by the Borough within ten (10) calendar days after the occurrence which is being grieved.

The Borough will set a time and place for the Step 1 hearing to be held within seven (7) calendar days after receiving the written grievance, or at a mutually agreeable later date. The Borough will give a written answer to the Union within seven (7) calendar days after the conclusion of the hearing.

**STEP 2.       BETWEEN THE UNION AND THE BOROUGH ADMINISTRATOR OR HIS DESIGNEE.**

If the grievance is not resolved at Step 1, the Union may move the grievance to Step 2 by notifying the Borough in writing in ten (10) calendar days after the date of the Borough's reply.

The Borough will set a time and place for the Step 2 hearing within seven (7) calendar days after receiving the notification, or at a mutually agreeable later date.

The Borough will give a written answer to the Union within seven (7) calendar days after conclusion of the hearing.

**STEP 3.       ARBITRATION**

If the grievance is not settled through Steps 1 and 2, the Union shall have the right, within thirty (30) working days, to submit the dispute to arbitration pursuant to the rules and regulation of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

1.     The parties direct the arbitrator to decide, as to the preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement, thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be binding on the parties. The arbitrator shall be required to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

## **ARTICLE G - PERFORMANCE REVIEW**

### **G-1: PERFORMANCE REVIEW**

- A. The performance of each employee shall be rated every two months based on an established Performance Review Criteria (see Appendix B) and distributed to the employee within four weeks of the end of such period. The Borough shall review the evaluation with an employee within two weeks after a request is made by the employee.
- B. An average annual rating score of 65% shall be considered to be "satisfactory performance" for determining eligibility for salary adjustments as provided in Article B, Section B-1, B.2.
- C. Determination of the annual average performance rating score shall be subject to the Grievance Procedure (Article F).

## **ARTICLE H - SEPARABILITY AND SAVINGS**

### **H-1: SEPARABILITY AND SAVINGS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. If any such provision is declared invalid by operation of law, parties to this Agreement will entertain renegotiations on the invalid provisions.

## ARTICLE I - TERM AND RENEWAL

### I-1: TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in effect to and including December 31, 1997 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least one-hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. The Union shall submit a copy of its entire proposal to the Borough by September 1, 1997.

The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply only to employees on the Borough's payroll on or after the date of the signing of this Agreement.

## ARTICLE J - FULLY BARGAINED PROVISIONS

### J-1: FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such issue whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

In witness thereof, the Borough and the Union have caused this Agreement to be signed by their duly authorized representatives as of this 14 day of February, 1995.

For the Borough of Princeton

By: Marvin R. Reed  
MARVIN R. REED, MAYOR

Attested: Penelope S. Edwards-Carter  
PENELOPE EDWARDS-CARTER  
Borough Clerk

Date: 7 March 1995

For the Blue Collar Municipal  
Employees affiliated with  
CWA/AFL-CIO:

Sally Verdin CWA Local 1032  
Charles E. Madliss  
Daniel F. Reiss  
Swingston Hennegan

**APPENDIX**  
**EXHIBIT A**  
**RATES OF PAY**

**SALARY RATES AND STEPS EFFECTIVE JANUARY 1, 1995**

POSITION	ANNUAL SALARY (\$) UPON COMPLETION OF YEARS OF EXPERIENCE								
	0	1	2	3	4	5	6	7	8
SR. SEWER MAINTENANCE	27,445	27,941	28,437	28,933	29,429	29,925	30,421	30,917	31,413
EQUIPMENT OPERATOR	26,105	26,735	27,365	27,995	28,625	29,255	29,885	30,515	31,145
TREE PERSON	26,105	26,735	27,365	27,995	28,625	29,255	29,885	30,515	31,145
SENIOR MAINTENANCE	26,105	26,524	26,943	27,363	27,782	28,201	28,620	29,039	29,459
MECHANIC	26,105	26,524	26,943	27,363	27,782	28,201	28,620	29,039	29,459
METER MAINTENANCE	24,764	25,238	25,712	26,186	26,660	27,134	27,607	28,081	28,555
SEWER MAINTENANCE II	24,764	25,238	25,712	26,186	26,660	27,134	27,607	28,081	28,555
MAINTENANCE PERSON II	23,038	23,491	23,944	24,397	24,850	25,304	25,757	26,210	26,663
CUSTODIAN	23,038	23,685	24,331	24,978	25,624	26,271	26,917	27,564	28,210
MAINTENANCE PERSON I	20,988	21,441	21,894	22,347	22,800	23,254	23,707	24,160	24,613
SEWER MAINTENANCE PERSON I	22,714	23,188	23,662	24,136	24,610	25,084	25,557	26,031	26,505
									26,979
									27,453

**SALARY RATES AND STEPS EFFECTIVE JANUARY 1, 1996**

POSITION	ANNUAL SALARY (\$) UPON COMPLETION OF YEARS OF EXPERIENCE								
	0	1	2	3	4	5	6	7	8
SR. SEWER MAINTENANCE	28,695	29,191	29,687	30,183	30,679	31,175	31,671	32,167	32,663
EQUIPMENT OPERATOR	27,355	27,985	28,615	29,245	29,875	30,505	31,135	31,765	32,395
TREE PERSON	27,355	27,985	28,615	29,245	29,875	30,505	31,135	31,765	32,395
SENIOR MAINTENANCE	27,355	27,774	28,193	28,613	29,032	29,451	29,870	30,289	30,709
MECHANIC	27,355	27,774	28,193	28,613	29,032	29,451	29,870	30,289	30,709
METER MAINTENANCE	26,014	26,488	26,962	27,436	27,910	28,384	28,857	29,331	29,805
SEWER MAINTENANCE II	26,014	26,488	26,962	27,436	27,910	28,384	28,857	29,331	29,805
MAINTENANCE PERSON II	24,288	24,741	25,194	25,647	26,100	26,554	27,007	27,460	27,913
CUSTODIAN	24,288	24,935	25,581	26,228	26,874	27,521	28,167	28,814	29,460
MAINTENANCE PERSON I	21,688	22,141	22,594	23,047	23,500	23,954	24,407	24,860	25,313
SEWER MAINTENANCE PERSON I	23,414	23,888	24,362	24,836	25,310	25,784	26,257	26,731	27,205
									27,679
									28,153

**SALARY RATES AND STEPS EFFECTIVE JANUARY 1, 1997**

POSITION	ANNUAL SALARY (\$) UPON COMPLETION OF YEARS OF EXPERIENCE										
	0	1	2	3	4	5	6	7	8	9	10
SR. SEWER MAINTENANCE	29,945	30,441	30,937	31,433	31,929	32,425	32,921	33,417	33,913	34,409	34,905
EQUIPMENT OPERATOR	28,605	29,235	29,865	30,495	31,125	31,755	32,385	33,015	33,645	34,275	34,905
TREE PERSON	28,605	29,235	29,865	30,495	31,125	31,755	32,385	33,015	33,645	34,275	34,905
SENIOR MAINTENANCE	28,605	29,024	29,443	29,863	30,282	30,701	31,120	31,539	31,959	32,378	32,797
MECHANIC	28,605	29,024	29,443	29,863	30,282	30,701	31,120	31,539	31,959	32,378	32,797
METER MAINTENANCE	27,264	27,738	28,212	28,686	29,160	29,634	30,107	30,581	31,055	31,529	32,003
SEWER MAINTENANCE II	27,264	27,738	28,212	28,686	29,160	29,634	30,107	30,581	31,055	31,529	32,003
MAINTENANCE PERSON II	25,538	25,991	26,444	26,897	27,350	27,804	28,257	28,710	29,163	29,616	30,069
CUSTODIAN	25,538	26,185	26,831	27,478	28,124	28,771	29,417	30,064	30,710	31,357	32,003
MAINTENANCE PERSON I	22,388	22,841	23,294	23,747	24,200	24,654	25,107	25,560	26,013	26,466	26,919
SEWER MAINTENANCE PERSON I	24,114	24,588	25,062	25,536	26,010	26,484	26,957	27,431	27,905	28,379	28,853

## APPENDIX "B"

### **PERFORMANCE REVIEW CRITERIA**

All criteria to be evaluated on a scale of 1 to 10.

1. **Attendance**      Faithfulness in coming to work.
  - Subtract 3 points for every day missed, except for vacation, personal, funeral, jury, or witness days.
  
2. **Punctuality**      Coming to work on time and, during the work day, reporting to assigned location and returning to base promptly.
  - Subtract 3 points for every day late to work.
  - Subtract extra points according to employee's promptness in reporting to and from work assignments.
  
3. **Job Knowledge**      Possession of information concerning work duties which an individual should know.
  - Rate employees comparatively. Subtract points for employees who need consistent repetition of job description.
  
4. **Quantity of Work**      Amount of work an individual does in a workday.

0	Does not meet minimum standards.
3	Just enough to get by.
5	Average, satisfactory quantity.
10	More than required.

(Use as a guide. Intermediate points may be assigned.)
  
5. **Quality of Work**      Correctness and attention to detail exhibited by an individual in performing his/her duties.

0	Frequent errors.
5	Average number of mistakes.
10	Always performs quality work.

(Use as a guide. Intermediate points may be assigned.)

**6. Creativity** Talent for having new ideas, for finding new and better ways of doing things, and for being imaginative; presented in a constructive manner.

- 0      Never has new idea.
- 2      Occasionally has new ideas.
- 5      Average imagination, has reasonable number of new ideas.
- 8      Frequently suggests new ways of doing things.
- 10     Extremely imaginative; continually suggests new ideas.

(Use as a guide. Intermediate points may be assigned.)

**7. Motivation** Desire to attain goals and achieve. Inverse of the effort it takes Supervisor to motivate employee.

- 0      Shows little or no effort.
- 2      Occasionally has new ideas.
- 5      Average imagination, has a reasonable number of new ideas.
- 8      Frequently suggests new ways of doing things.
- 10     Extremely imaginative; continually suggests new ideas.

(Use as a guide. Intermediate points may be assigned.)

**8. Dependability** Ability to do required job well with a minimum of supervision.

- 0      Requires close supervision.
- 10     Requires minimum supervision.

(Use as a guide. Intermediate points may be assigned. Rate employees comparatively.)

#### **9. Interaction with Co-Workers and Public**

Polite attention individual imparts in his/her attitude toward fellow employees, public, or Supervisor.

- 0      Very distant, aloof.
- 5      Warm, social, friendly.
- 10     Outstanding personality.

(Use as a guide. Intermediate points may be assigned. Any incident of rudeness to public or verbal confrontation (as opposed to expressing differences of opinion) with fellow employees or Supervisor shall result in 0 points being assigned.)

**10. Housekeeping** Orderliness and cleanliness with which an individual keeps work area, puts away tools, etc.

- 0 Untidy.
- 5 Fairly tidy.
- 10 Extremely neat and tidy

(Use as a guide. Intermediate points may be assigned.)

**EXHIBIT C - JOB DESCRIPTIONS**  
**PREAMBLE TO JOB DESCRIPTIONS**

The job descriptions which follow list some of the general work to be done by employees in the affected job classifications. They are not, in any sense, a complete listing of all the work which is properly assignable to the classification involved.

The job descriptions are to be used for two purposes only:

1. To give the employee a general picture of some of the work which is expected of him/her.
2. To determine when an employee performs out-of-title work for the purposes of Article B-5.

New duties required to meet the changing needs of the Borough will be included in the job description which is most nearly related to such duties.

The parties agree that the regular activities and work of those who are not represented shall continue in accordance with the practice which existed prior to the original requirement.

Each of the job descriptions contains a requirement "must have a valid New Jersey driver's license." Some positions require that an employee must have a commercial driver's license. In the event an employee loses his/her license temporarily, the Borough will determine whether the loss adversely affects the work before deciding upon retention or release of the employee.

## MAINTENANCE PERSON I & II AND SENIOR MAINTENANCE PERSON

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification:

1. Construct, install and repair all properties within the municipal right-of-way. This includes, but is not limited to curbs, sidewalks, roadways, trees, meters, signs, trash cans, posts, street furniture, and storm drainage systems.
2. Maintain and clean all properties within the municipal right-of-way. This includes, but is not limited to, curbs, sidewalks, roadways, meters, signs, trash cans, posts, trees, street furniture, and storm drainage systems.
3. Construct, install, maintain, clean, and repair all public buildings, grounds, and property. This includes, but is not limited to, trees, shrubbery, lawns, pavement, buildings, structures, and appurtenances.
4. Use, operate, and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick-up, delivery, and transport.
6. Maintain records and make reports.
7. Assist the Mechanic and Tree Person in manual and semiskilled duties as required.
8. Senior Maintenance Persons are also expected to supervise one other employee, without additional compensation.

## REQUIREMENTS:

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey driver's license. Maintenance Person II and Senior Maintenance Person must also hold a valid commercial driver's license.
3. To achieve a Senior Maintenance person title, an existing employee must have two (2) years continuous service in the classification of Maintenance Person, must have shown substantial continuous improvement in the quantity and quality of related job skills, must have performed duties in a dependable, reliable, and mature manner, and must have displayed an aptitude for the supervision of other workers. Promotion to the title of Senior Maintenance Person is to be at the sole discretion of Borough management or (for Senior Maintenance Person) a newly hired employee must have a minimum of (5) years experience in public works

maintenance or the construction trades, with a proven track record of skilled, dependable reliable performance and supervisory abilities.

#### **SEWER MAINTENANCE PERSON-SANITARY FACILITIES I & II AND SENIOR SEWER MAINTENANCE PERSON**

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification:

1. Construct, install, and repair all properties of the municipal sanitation systems. This includes, but is not limited to, sanitary sewers, curbs, sidewalks, roadways, trees, signs, posts, and storm drains associated with the sanitation systems.
2. Maintain and clean all properties within the municipal right-of-way. This includes, but is not limited to, sanitary sewer systems, curbs, sidewalks, roadways, trees, signs, posts and storm drain systems associated with the sanitation systems.
3. Construct, install maintain, clean and repair all public buildings, grounds, and property. This includes, but is not limited to, trees, shrubbery, lawns, pavement, landfill, buildings, structures, and appurtenances associated with the sanitation system.
4. Use, operate, and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, inspection, pick-up, delivery, and transport.
6. Maintain records and make reports.
7. Senior Maintenance Persons are also expected to supervise one other employee, without additional compensation.

#### **REQUIREMENTS:**

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey driver's license. Sewer Maintenance Person II and Senior Sewer Maintenance Person must also have a valid commercial driver's license.
3. To achieve a Senior Sewer Maintenance Person title, an existing employee must have two (2) years continuous service in the classification of Sewer Maintenance Person, must have shown substantial continuous improvement in the quantity and quality of related job skills, must have performed duties in a dependable, reliable

and mature manner, and must have displayed an aptitude for the supervision of other workers. Promotion to the title of Senior Sewer Maintenance Person is to be at the sole discretion of Borough management or (for Senior Sewer Maintenance Person) a newly hired employee must have a minimum of five (5) years experience in sanitary sewer construction and maintenance with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

## **EQUIPMENT OPERATOR**

The above title is reserved for employees whose year round assignment entails operation of equipment in 1. below for more than seventy percent (70%) of their regular schedule.

1. Operate tractor-trailer, street sweeper, front-end loader, Jet-Vac truck, backhoe, or bulldozer.
2. Clean, service and perform field maintenance on the equipment.
3. Perform all duties of Maintenance Person.

### **REQUIREMENTS:**

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.
2. Must have a valid New Jersey commercial driver's license.
3. To become an Equipment Operator an individual must have a minimum of three (3) years experience as an Equipment Operator, for a contractor or public works organization and must be able to demonstrate an ability to operate the equipment owned by the Borough of Princeton at the time of employment. For an existing employee to become an Equipment Operator, he/she must satisfy the above requirements, or complete a six (6) month intern program as provisional Equipment Operator at no differential in salary from his/her current position and exhibit an ability to skillfully operate the Borough-owned equipment at the end of this period.

## **METER MAINTENANCE PERSON**

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification:

1. Construct, maintain, clean, and repair municipal property which includes, but is not limited to, parking meters, signs, and appurtenances.
2. Maintain and clean municipal property which includes, but is not limited to, snow clearance of sidewalks and roadways.
3. Install, maintain, clean, repair, and operate parking facilities, grounds, property, and appurtenances.
4. Use, operate and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick-up, delivery and transport.
6. Maintain records and make reports.

## **REQUIREMENTS:**

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey Driver's license.

## **MECHANIC**

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all the work which is properly assignable to this classification:

1. Construct, maintain, clean, and repair all motorized and non-motorized equipment, tools, and other items.
2. Maintain and clean all municipal property, which includes but is not limited to, snow clearance of sidewalks and roadways.
3. Construct, maintain, clean, and repair all public property. This includes, but is not limited to, motorized and non-motorized equipment, tools, and other equipment items in buildings and structures.
4. Use, operate, and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick-up, delivery, and transport.
6. Maintain records and make reports.

## **REQUIREMENTS:**

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey commercial driver's license.

## **CUSTODIAN**

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Maintain, clean, and repair all public buildings, grounds and property. This includes, but is not limited to, trees, plants, shrubbery, lawns, pavement, sidewalks, roadways, buildings, structures, and appurtenances.
2. Use, operate, and maintain tools and equipment for accomplishing the work.
3. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick-up, delivery and transport.
4. Maintain records and make records.

## **REQUIREMENTS:**

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey driver's license.

## **TREE PERSON**

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification:

1. Construct, install, maintain, clean and repair all properties within the municipal right-of-way. This includes, but is not limited to, trees and shrubbery.
2. Maintain and clean municipal property which includes but is not limited to, sidewalks and roadways.
3. Construct, install maintain, clean and repair all public buildings, grounds, and property. This includes, but is not limited to, trees, shrubbery, lawns, pavements, structures, and appurtenances.
4. Use, operate, and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick-up, delivery, and transport.
6. Maintain records and make reports.

## **REQUIREMENTS:**

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey commercial driver's license.